

FAX MESSAGE INDEMNITY AGREEMENT

WHEREAS, WE, the undersigned, _____, engage in banking relationship with CALIFORNIA PACIFIC BANK ("the Bank"), including and not limited to the import or export letters of credit and amendments thereof, import and export collections, assignment of proceeds, remittances, and trade financing;

AND WHEREAS, many a times, due to the urgent nature of certain matters, we have to send you instructions via Facsimile, including and not limited to instructions pertaining to payments, stop payments, remittance, issuance or cancellation of letters of credit or amendments thereof, merchandise release authorization, applications of all kinds, assignment of proceeds, and transfer of letters of credit, many of these message may contain only an information or addition or deletion of text to another document:

NOW, THEREFORE, recognizing the importance of safeguards and considering the policy of the Bank to be careful and diligent in regards to this manner of communication, we hereby:

- (1) INDEMNIFY AND HOLD HARMLESS CALIFORNIA PACIFIC BANK, SAN FRANCISCO, OR ITS BRANCHES/OFFICES, AFFILIATES, CUSTOMERS AND CORRESPONDENTS AGAINST ANY AND ALL LOSS, COST, DAMAGES OR EXPENSE SUFFERED OR INCURRED BY ANY OF THE ABOVE, ARISING OUT OF A MISUSE OR UNLAWFUL OR UNAUTHORIZED USE BY ANY PERSON OF SUCH FACSIMILE MESSAGE, SIGNATURE OR SIGNATURES;
- (2) ASSUME FULL RESPONSIBILITY FOR ANY AND ALL PAYMENTS, ACTIONS TAKEN BY THE BANK IN RELIANCE UPON THE FACSIMILE MESSAGE, SIGNATURES OF ANY PERSON SIGNING ON BEHALF OF US; AND
- (3) AGREE TO SEND TO THE BANK BY MAIL OR COURIER THE ORIGINALS TO SUCH FACSIMILE MESSAGES.

AUTHORIZED SIGNATURE(S):

For: _____

Address: _____

Accepted:

CALIFORNIA PACIFIC BANK

By: _____

Date: _____

Customer's Name (print)

Signature

Title if (Corp. or Partnership)

Date: _____